REQUEST FOR QUOTATIONS			THIS RFQ IS X IS NOT A SMALL BUSINESS SET-ASIDE						PAGE 1	OF PAGES 9
1. REQUEST NO. SPM405-05-U-0062	2. DATE ISSUE <b>2004 NOV</b>		3. REQUISITION See Schedu		HASE REQUI	EST NO.	UNDE	FOR NAT. DEF. R BDSA REG.2 DR DMS REG. 1	RATING	•
5. ISSUED BY Defense Supply Center Richmon ATTN: DSCR Procurement		<u>*- 1</u>	<u> </u>				6. DELIV	VER BY (Date)  r within 15 days	ARO	
8000 Jefferson Davis Highway Richmond, VA 23297- John Baggett, PAROFA3							7. DELIV	VERY FOB DESTINATION	OTH (See S	ER Schedule)
PHONE: (804) 279-2716 FAX: ( E-mail: john.baggett@dla.mil	804)279-1679						9. DEST	NATION	·	
• • • • • • • • • • • • • • • • • • • •							4	OF CONSIGNEE		
8. TO:								chedule		
							b. STREE	T ADDRESS		
							c. CITY			
							d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO ISSUING OFFICE IN BLOCK 5 ON OBSERVED BEFORE CLOSE OF BUSINESS (Data 2004 NOV 12	OR on to	this form paration o	and return it to to f the submission	the addre of this q	ess in Block 5. puotation or to	This reques contract for s	st does not supplies or s	e not offers. If you are un commit the Government services. Supplies are of a Request for Quotations m	to pay any co domestic origi	sts incurred in the n unless otherwise
			DULE (Include			State and	local taxe.	5)		
See attached schedul Quoter must also complete th			e quote	info	rmation.					
<ul><li>a. Quotation is valid for 90 d</li><li>b. Prices quoted are:</li><li>Contained in Comment</li></ul>	•	•				ss otherwi				
page										
☐ Contained in Internal our facility		0.			dated			, which may	oe examin	ed at
Commercial sales of Customer	comparable c	-	es: Quantity	y			; P	rice	;	
☐ Other (provide basis)										·
<u></u>	stination rigin S	hippin	g Point (City	v. Stat	e)					
d. If delivery period shown is e. Remittance Address (Nam	n Block 6 is	unacce	ptable, prov	ide be	st possible	•		ndicated below:		
										_
										_
										_
f. Vendor FAX Number:		•	Vendor Toll-	Free 1	Number:			Vendor E-mail		
12. DISCOUNT FOR PROMPT PAYMENT		a. 10	CALENDAR DAY	S (%)	b. 20 CALEND	OAR DAYS (%)	c. :	30 CALENDAR DAYS (%)	d. CALE	ENDAR DAYS PERCENTAGE
	epresentations	X	are are	not attac		DE OF DEDGO	N AUTHOR	ZED TO SIGN	I S DATE OF	COLOTATION
	ADDRESS OF QUO AGE	OTER			QUOTATI	RE OF PERSO ION	IN AUTHORI	ZED 10 SIGN	15. DATE OF	QUOTATION
b. STREET ADDRESS								16. SIGNER	1	
c. COUNTY					a. NAME (Type or print)  b. AREA COD				ELEPHONE	
					Indiateopp					
d. CITY e. STATE f. ZIP CODE					c. TITLE (Type of Print) NUMBER					

PAGE

OF PAGES

9

2

## **SECTION B**

PR: 0010837862

NSN: 5940-01-358-1127

ITEM DESCRIPTION:
TERMINAL BOX
OSHKOSH TRUCK CORP
CAGE 45152 P/N 1891540

DSCR DOES NOT CURRENTLY HAVE AN APPROVED TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN. PLEASE DO NOT SUBMIT REQUEST TO DSCR-VABA.

I/A/W QAP QAP-001 REFNO AMEND NR 00 TYPE NUMBER:

 ITEM
 PR
 PRLI
 QUANTITY
 UNIT
 PRICE
 AMOUNT

 0001
 0010837862
 0001
 1
 EA
 \$\_\_\_\_\_\_\_
 \$\_\_\_\_\_\_\_

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - QUP 001: SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

For all shipments of packaged materiel to the government, which includes either depot (DLAdirect) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has

**Solicitation Number:** 

SPM405-05-U-0062

PAGE

3

PAGES

9

OF

**SECTION B** 

not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST/FREIGHT ADDRESS:

W45RNQ
SR 0003 CS SQ MT TRP SPT SQDN
2461 OCONNELL BLVD
FORT CARSON CO 80913-4092
US
US

M/F: (TCN) W80YHW42260846 XXX RDD N /NMCS SHIP BY FASTEST TRACEABLE MEANS PROJ 9GQ TP 1 SUP ADD W45RNQ SIG J

FOR DOCUMENT DISTRIBUTION ONLY

W45RNQ SR 0003 CS SQ MT TRP SPT SQDN 2461 OCONNELL BLVD FORT CARSON CO 80913-4092 US US

FOR GOVERNMENT USE ONLY: IPD 02 DIC A0A DIST ADV FC 41

ITEM PR PRLI QUANTITY UNIT UNIT PRICE AMOUNT

0002 0010837863 0001 1 EA \$\_\_\_\_\_ \$\_\_\_\_

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - QUP 001: SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

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PAGE 4

PAGES

9

OF

### **SECTION B**

2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST/FREIGHT ADDRESS:

W45RNQ SR 0003 CS SQ MT TRP SPT SQDN 2461 OCONNELL BLVD FORT CARSON CO 80913-4092 US

M/F: (TCN) W80YHR42750841 XXX SHIP BY FASTEST TRACEABLE MEANS PROJ 9GQ TP 1 SUP ADD W45RNQ SIG J

FOR DOCUMENT DISTRIBUTION ONLY

W45RNQ
SR 0003 CS SQ MT TRP SPT SQDN
2461 OCONNELL BLVD
FORT CARSON CO 80913-4092
US
US

FOR GOVERNMENT USE ONLY: IPD 02 DIC A0A DIST ADV FC 51

DELIVER FOB: See Clause

PAGE

5

PAGES

OF

9

### **SECTION B**

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - QUP 001: SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

For all shipments of packaged materiel to the government, which includes either depot (DLAdirect) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

# PARCEL POST ADDRESS:

WK4FH4
XR 0051 TC CO REAR DETACHMENT
UNIT 30020
APO AE 09166
US
US

FREIGHT SHIPPING ADDRESS

WK4FH4
XR 0051 TC CO M TRK CARGO
TURLEY BARRACKS
BUILDING 479 GRENADIER STR
MANNHEIM
DE

SHIP BY FASTEST TRACEABLE MEAN PROJ 9GF TP 1 SUP ADD WK4F81 SIG C FOR GOVERNMENT USE ONLY: IPD (	02 UB	* * * * * *	* * * *	* * *	* * *	* :	* *
SHIP BY FASTEST TRACEABLE MEAN PROJ 9GF TP 1 SUP ADD WK4F81 SIG C  FOR GOVERNMENT USE ONLY: IPD ( DIC A0A DIST ADV FC  * * * * * * * * * * * * * * * *	XXX NS 02 UB	* * * * * *	* * * *	* * * '	* * *	* :	* *
SHIP BY FASTEST TRACEABLE MEAN PROJ 9GF TP 1 SUP ADD WK4F81 SIG C  FOR GOVERNMENT USE ONLY: IPD ( DIC A0A DIST ADV FC  * * * * * * * * * * * * * * * *	NS 02 UB	* * * * *	* * * *	* * *	* * *	* :	* *
PROJ 9GF TP 1 SUP ADD WK4F81 SIG C  FOR GOVERNMENT USE ONLY: IPD ( DIC A0A DIST ADV FC  * * * * * * * * * * * * * * * *	02 UB	* * * * *	* * * *	* * * :	* * *	* :	* *
DIC A0A DIST ADV FC  * * * * * * * * * * * * * * *	UB	* * * * * *	* * * * *	* * * *	* * *	* :	* *
	* * * * * * *	* * * * * *	* * * *	* * *	* * *	* :	* *
CONTINUED ON NEXT PAGE							

Solicitation Number:

SPM405-05-U-0062

PAGE 7 OF PAGES

9

SECTION D

52.211-9008 BAR CODING REQUIREMENTS FOR D11C01 DIRECT VENDOR DELIVERY (DVD) SHIPMENTS DD FORM 250/250C/COMMERCIAL PACKING LIST (FEB 2004)

52.211-9G73 PACKAGING AND MARKING D11F39 REQUIREMENTS (JUL 2002)

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.
- (b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments FMS shipments

Hazardous material, as cited in the AID or in the Ouality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145\_3.pdf.
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.
- (e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

52.246-9G16 INSPECTION AND ACCEPTANCE POINT E46F33 (FEB 1996) DSCR

Inspection point: [x] Destination [ ] Origin

[ ] Inspection and Acceptance will take place at:

[ ] Origin

Origin - First Shipment Only Destination - Subsequent Shipments

Acceptance point: [x] Destination

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

- (b) The permissible variation shall be limited to:
- 0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

F11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16 VARIATION IN QUANTITY (APR 1984)

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR

F13F30 52.213-9G01 DISTRIBUTION OF DD FORM 1155 (JUN 1999)

Shipping documentation must accompany each shipment. One copy of the order shall accompany or be included in each shipment. Contractors may obtain additional copies of DD Form 1155 by sending a written request to: Defense Supply Center, Richmond, 8000 Jefferson Davis Highway, ATTN: DSCR-JJA, Richmond, Virginia 23297-5380. Some DD Form 1155s are also available via the internet at http://progate.daps.mil/home/.

52.247-34 F.O.B. DESTINATION (NOV 1991) SECTION I

252.204-7003

I04B03 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

T11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

T11202 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I11C02 52.211-9002 PRIORITY RATING (MAR 2000)

I13A01 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)

I15A05 52,215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT (OCT 1997) FORMAT FAR

T32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-25 PROMPT PAYMENT I32A22 (OCT 2003) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

ELECTRONIC SUBMISSION OF PAYMENT 252.232-7003 REQUESTS (JAN 2004) DFARS

32-6A-9G DSCR NOTE TO CLAUSE 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

#### **Solicitation Number:** PAGE PAGES OF CONTINUATION SHEET SPM405-05-U-0062 8 9 I33A01 52.233-1 DISPUTES (JUL 2002) (Vendor Fill-in) (Vendor Fill-in) I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR (Vendor Fill-in) T33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR OFFEROR RECOMMENDATIONS DSCR NOTE: (Vendor Fill-in) OUANTITY DSCR has in place a process to mediate two types of (Vendor Fill-in) PRICE QUOTATION \_\_\_\_\_ contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a (Vendor Fill-in) TOTAL final decision by the contracting officer, that arise (Vendor Fill-in) as a result of either a contractor or government claim, K47F30 52.247-9G17 PRODUCTION FACILITIES (AUG 2000) except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in DSCR controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, Offeror must provide shipping and inspection locations called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution for the supplies. Each location will be provided in the appropriate paragraph below. **DO NOT** put all that is acceptable and beneficial to both. After unassisted location information into one paragraph negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute (a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in for final shipment to the consignee. writing to the contracting officer. Mediation undertaken pursuant to this process does ITEM NUMBER: not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on (Vendor Fill-in) PLANT NAME:\_\_\_ a claim filed pursuant to the CDA, as expressed in FAR Clause (Vendor Fill-in) 52.233-1, Disputes, paragraph (e). If mediation is ADDRESS:\_\_\_ unsuccessful, the parties retain their existing rights (Vendor Fill-in) under the CDA. STREET: (Vendor Fill-in) I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS CITY:\_\_ (JUL 2004) (Vendor Fill-in) FAR 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS I44B01 (Vendor Fill-in) AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000) ZIP CODE: \_ (Vendor Fill-in) DFARS PHONE: T47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Vendor Fill-in) (MAY 2002) DFARS (b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the I47B05 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ALT III (MAR 2000) DFARS packaging) will be inspected. 52.252-2 CLAUSES INCORPORATED BY REFERENCE ITEM NUMBER: (FEB 1998) FAR (Vendor Fill-in) PLANT NAME:\_\_\_ (Vendor Fill-in) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full ADDRESS: text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): (Vendor Fill-in) STREET: (Vendor Fill-in) CITY: http://www.dla.mil/j-3/j-336/icps.htm (Vendor Fill-in) STATE: T52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Vendor Fill-in) (APR 1984) FAR ZIP CODE: \_\_ (Vendor Fill-in) (a) The use in this solicitation or contract of any Federal PHONE: Acquisition Regulation (48 CFR Chapter1) clause with an (Vendor Fill-in) authorize deviation is indicated by the addition of '(DEVIAITON)' after the date of the clause. (c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ITEM NUMBER: '(DEVIATION)' after the name of the regulation. (Vendor Fill-in) PLANT NAME:\_\_\_ T53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) (Vendor Fill-in) ADDRESS: FAR (Vendor Fill-in) STREET:\_\_\_ (Vendor Fill-in) SECTION K CITY: K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (Vendor Fill-in) (AUG 1987) FAR STATE: (Vendor Fill-in) (a) Offerors are invited to state an opinion on whether the ZIP CODE: \_\_ quantity(ies) of supplies on which bids, proposals or quotes (Vendor Fill-in) PHONE: \_ are requested in this solicitation is (are) economically advantageous to the Government. (Vendor Fill-in)

CONTINUED ON NEXT PAGE

(Vendor Fill-in)

### CONTINUATION SHEET

**Solicitation Number:** 

SPM405-05-U-0062

PAGE 9 PAGES

OF q

SECTION L

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) (JUN 1999) FAR L04A01 NUMBER

4-1-9G DSCR NOTE TO CLAUSE 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

DSCR NOTE:

(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).

DUNS	Number:
------	---------

(Vendor Fill-in)

(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet. DSCR (DEC 2000)

L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) FAR

As cited on the front page of this solicitation.

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DT.AD

L33F01 33-3-9G DSCR NOTE TO 52.233-9000 ROTESTS (SEP 1999) DLAD AGENCY PROTESTS

Companies protesting this procurement may file a protest

- 1. with the contracting officer,
- 2. with the General Accounting Office, or
- 3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

### DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agencylevel protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

#### L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY (FEB 1998) REFERENCE FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of

those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://www.dla.mil/j-3/j-336/icps.htm

#### L52A02 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisitin regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.
- (b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

#### SECTION M

M14C01 52.214-9002 TRADE DISCOUNTS (JUN 1983) DLAD